

TO: Fax COMPANY:

Form FTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

11-18-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECEIVED
TI



103580971

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gary-Williams Energy Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

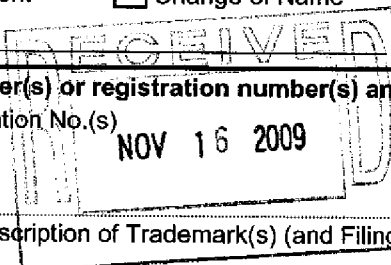
Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 13, 2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

NOV 16 2009

B. Trademark Registration No.(s)

2402404 and 2306931, see attachment

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins LLP,

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/17/2009 DBYRNE 00000022 2402404

Deposit Account Number

Authorized User Name

40.00

25.00

9. Signature:

Julie H. Cooper
Signature

11/16/09
Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004107 FRAME: 0806

700424257

TO: Fax COMPANY:

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK (AND JURISDICTION)</u>
Gary-Williams Energy Corporation	2,402,404	11/7/2000	Stylized "G"
Gary-Williams Energy Corporation	2,306,931	1/11/2000	GARY-WILLIAMS

TO: Fax COMPANY:

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 13, 2009, is entered into by GARY-WILLIAMS ENERGY CORPORATION, a Delaware corporation ("**Grantor**"), and BANK OF AMERICA, N.A., as Agent (in such capacity, "**Agent**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement dated as of the date hereof among Grantor, Wynnewood Refining Company, GWEC Holding Company, Inc., Agent, and the Lenders party thereto (as such agreement may be amended, modified, supplemented and amended and restated from time to time, the "**Loan Agreement**").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Agent, for the benefit of the Lenders, in all of Grantor's trademarks, trademark licenses, trade names, trade styles, service marks, logos and all registrations and recordings thereof and applications in connection therewith, whether registered or unregistered, now owned or existing or hereafter acquired or arising, and wherever located, including the trademarks, trademark licenses and applications for registration listed on Schedule I hereto (collectively, the "**Secured Trademarks**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing trademarks or any trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

TO: Fax COMPANY:

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

TO: Fax COMPANY:

IN WITNESS WHEREOF, Grantor and Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GARY-WILLIAMS ENERGY CORPORATION, a Delaware corporation

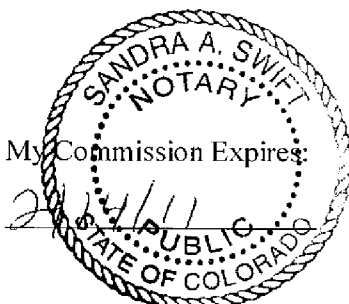
By: [Signature]
Name: David J. Younggren
Title: Senior Vice President

STATE OF Colorado §
COUNTY OF Denver §

On November 17th, 2009, before me, the undersigned, a notary public in and for said state, personally appeared David J. Younggren, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior VP, on behalf of Gary-Williams Energy Corporation, a Delaware corporation, the company therein named, and acknowledged to me that the company executed the within instrument pursuant to its articles of incorporation or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



[Signature]
Notary Public

My Commission Expires 02/14/2011

TO: Fax COMPANY:

BANK OF AMERICA, N.A., as Agent,

By: H Michael Wills
Name: H. Michael Wills
Title: Senior Vice President

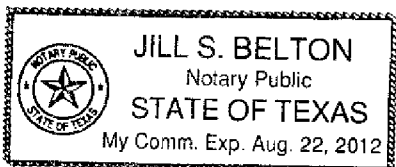
STATE OF Texas §

COUNTY OF Dallas §

On November __, 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared H. Michael Wills, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior Vice President, on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Jill S Belton
Notary Public

My Commission Expires:

8-22-2012

TO: Fax COMPANY:

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Gary-Williams Energy Corporation	2,306,931	1/11/2000	GARY-WILLIAMS

TO: Fax COMPANY:

TRADEMARK LICENSES:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
N/A	N/A	N/A

Schedule I-2

TO: Fax COMPANY:

APPLICATIONS FOR REGISTRATION:

OWNER	U.S. SERIAL NUMBER	TRADEMARK
N/A	N/A	N/A